

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 59
2. Contract No.		3. Solicitation No. W56HZV-07-R-0419		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007MAY22	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ABGA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) RETURN TO BUYER BLOCK 7, 8, OR 10		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in RETURN TO BUYER IN BLKS 7, 8 OR 10 until 03:00pm (hour) local time 2007JUN21 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JANET JOUDAS E-mail address: JANET.JOUDAS@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-7273
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		
24. Administered By (If other than Item 7)		Code	25. Payment Will Be Made By		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
- (ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: STS SECURITY CLASS: Unclassified</p> <p>Level of Effort: 800 man-hours</p> <p>Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work"</p> <p>Est. Cost: \$ TBD Fixed Fee: \$ TBD Total Cost: \$ TBD</p> <p>(End of narrative B001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			Not Separately Priced	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall provide the information required by the Contract Clause entitled CONTRACT MANPOWER REPORTING (CMR), FAR 52.237-4000.</p> <p>Unit Identification Code (UIC): W4GGAA</p> <p>(End of narrative B001)</p>				

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B.1

Estimated Cost, Fixed Fee and Payment

B.1.1

The estimated cost for the performance of the work under this contract is set forth in Section B. In consideration of performance of the work specified under CLIN 0001, the Government anticipates paying the Contractor the Total Estimated Cost amount shown. The amount shown initially includes only the basic effort, and will be revised by the Government to incorporate any option exercise. The total estimated cost (cost plus fee) of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Costs", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2

The Contractor will be paid the total fixed fee stated in Section B opposite the CLIN exercised for the performance of work under the contract clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3

Allowable cost shall be determined and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.2

Material

B.2.1

For the purpose of this contract, "material" shall be defined as stated in FAR 31.205-26. In the event that the Contractor elects to subcontract for engineering, program management support, stress and design analysis, quality assurance, testing, development and fabrication for prototype hardware, and technical support services, then these subcontracted services shall be paid to the Contractor as if their firm had directly performed the STS effort.

B.3

Labor Hours

B.3.1

The level of effort specified in Section B does not encompass clerical support, contract administration and subcontractor administration. If the Contractor directs charge for the aforementioned hours, those hours are in addition to the STS effort contracted for in Section B.

B.4

Overruns/Underruns

B.4.1

In general, the Government will address both overruns and underruns via the "Limitation of Cost" General Provision and "Work Directive Limitation of Cost" Special Provision of the contract. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun can be used to offset those projecting and underrun.

B.5

Funding

B.5.1

The Contractor shall notify the Government in accordance with the Contract Clause hereto entitled "LIMITATION OF COST" and "Work Directive Limitation of Cost Clause", whenever he has reason to believe that the funds allotted to this Contract by Work Directive are insufficient for the performance of the work required.

B.6

Rate Schedule

B.6.1

For Option hours exercised, dollars will be obligated against the contract in accordance with the rate schedule set forth below.

B.6.2

If the date of option exercised falls on or between:

The applicable Hourly Rate is:

	Est. Cost	Fee	Total
1 Oct 2007 thru 30 Sep 2008	TBD	TBD	TBD
1 Oct 2008 thru 30 Sep 2009	TBD	TBD	TBD
1 Oct 2009 thru 30 Sep 2010	TBD	TBD	TBD
1 Oct 2010 thru 20 Sep 2011	TBD	TBD	TBD

B.7

The above rates include the minimum levels of material and travel costs (9.0%) anticipated to be required for contract performance. If at any time during contract performance, it is determined that additional material or travel costs are required to complete performance of the contract effort, the contractor shall notify the Government and shall include an estimate of the amount of funding which is required to complete performance of the authorized hours. For purposes of this clause, material shall be defined as set forth in FAR 31.205-26. If the Government authorizes additional funds for material or travel, the appropriate funds will be added to the contract on a cost reimbursement only basis and as a separate CLIN.

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*** END OF NARRATIVE B 0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within fourteen (14) days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

DESCRIPTIONS/SPECIFICATIONS

C.1 GENERAL:

C.1.1 The Contractor, as an independent contractor and not as an agent of the Government, shall provide the level of support as required in Section B to accomplish the following: System Technical Support (STS) functions for systems managed by Team Tactical

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Vehicles. The Contractor may be required to conduct various studies to correct known or potential deficiencies, accomplish cost reductions and analyze program alternatives. The actual work to be performed will be governed by work directives. The systems currently managed by Team Tactical Vehicles include those listed in Attachment 009 to Section J. This list of systems is provided for informational purposes only; TACOM may issue work directives for any system managed by Team Tactical Vehicles during the term of this contract.

C.1.2 The following are the tasks that may be required by work directive:

- General Engineering
- Testing and Test Support
- Field Service Support
- Design and Engineering Analysis
- Configuration Management
- Engineering Change Proposals
- Engineering Release Records
- Configuration Status Accounting & Engineering Records
- Product Data (Engineering Drawings/Models & Assoc Lists)
- Fabrication of Hardware
- Computer Aided Design
- Standardization
- Parts Control
- Specification
- Packaging
- Quality Assurance
- Manpower, Personnel & Training Integration (MANPRINT)
- Safety
- Maintenance
- Provisioning
- Logistic Management Information (LMI)
- Publications (to include ETM & IETM)

C.1.3 WORK DIRECTIVES.

C.1.3.1 All work under this contract shall be performed in accordance with work directives issued by the Contracting Officer. No work shall commence until the Contractor has received a fully executed work directive. Work shall be performed in sequential order unless otherwise stated. Each work directive shall include the following information:

- (1) reference the applicable paragraph # in Section C
- (2) objective of the work to be performed
- (3) number of hours necessary to perform the work
- (4) material cost (if applicable)
- (5) estimated completion date
- (6) relative priority of the work to be performed.

C.1.3.2 The Contractor shall notify the COTR and the Procuring Contracting Officer (PCO) immediately by telephone if the dates that the work must be performed or data to be delivered will not be met. The Contractor shall follow-up this telephone call with a letter/email to the COTR and PCO, detailing the reasons why the requirements will not be met and proposed corrective actions.

C.1.3.3 The Government has the unilateral right to increase, decrease or prioritize the work to be performed hereunder by the issuance of Work Directives signed by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment.

C.1.3.4 If, at any time, the Contractor has reason to believe that the amount (hours, material, and travel) which it expects to incur in the performance of a Work Directive are insufficient, the Contractor shall provide written notification to the PCO and the COTR explaining the cost growth and dollar amount in addition to the hours needed to complete the work directive. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. The Contractor shall not exceed any amount authorized by the work directive without the express written permission of the PCO.

C.1.4 TECHNICAL DOCUMENTATION. The Contractor shall establish an electronic interface for data exchange between the Government and the Contractor's facility. The Contractor shall electronically submit all documentation required under this contract unless otherwise directed in the work directive.

C.1.5 MEETINGS.

C.1.5.1 A post-award meeting shall be convened by the Contractor within fourteen (14) days after contract award to establish working

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relationships, responsibilities and review preliminary work directives. The Contractor shall ensure that all subcontractors impacted by this contract are represented at this meeting.

C.1.5.2 The Contractor shall plan, support and conduct monthly progress review meetings at a mutually accepted date by both parties. The Contractor shall provide administrative support for monthly meetings including STS project progress reports with the milestone charts. Monthly management review locations will alternate between TACOM and the Contractor facility. The contractor shall submit the monthly progress review meeting minutes (CDRL A001) within 10 days after the meeting.

C.1.5.3 The Contractor shall be required to conduct reviews at the Contractor's facility, subcontractor/vendor facility or any Government facility when requested by the PCO through a work directive. The Contractor shall attend, take part in and prepare minutes in accordance with CDRL A001, if requested. As a minimum, an agenda shall be coordinated between Government personnel and the Contractor prior to Contractor-hosted reviews.

C.2 GENERAL ENGINEERING:

C.2.1 The Contractor shall conduct design and redesign efforts. This includes feasibility, trade-off studies of concepts, market studies, design, develop and fabricate prototype hardware, preparation of test plans, perform lab and vehicle testing, as studies as necessary. These evaluations would be required to correct deficiencies, improve performance and reduce cost on fielded tactical vehicles and secondary parts. The draft and final report shall be submitted in accordance to CDRL A002.

C.2.2 When specifically required, the Contractor shall also prepare an engineering hardware cost estimate for the design item based on production quantities, and estimate the time and cost required for installation or application of the item at a directed maintenance level, such as depot. Estimates shall include assessments of economic life, make versus buy decisions, and assessment of production, cost and schedule risks.

C.2.3 The Contractor shall resolve field or safety problems and develop quick fixes to field problems as they arise. The quick fixes shall provide interim solutions to field problems on an expedited basis. Field service support shall be provided as required by Work Directive.

C.2.4 The Contractor shall fabricate, procure, install or otherwise provide, on a limited basis, hardware (prototype, developmental or off-the-shelf) or components, kits and assemblies that may be required to support Work Directive activity, product or engineering evaluations, quick field fixes, manufacturing problems or testing scenarios within the scope of this Contract.

C.2.5 The Contractor shall:

C.2.5.1 Provide timely evaluation(s) of and recommendation(s) for implementation of waivers or deviations to the assigned system and subsystems.

C.2.5.2 Provide engineering input for cost reduction reviews.

C.2.5.3 Provide necessary reliability and maintainability analysis.

C.2.5.4 Conduct Finite Element Analyses (FEA) of structural parts.

C.2.5.5 Conduct Fatigue Analyses of structural parts.

C.2.6 Special Tools and Test Equipment. The Contractor shall analyze redesigned systems or components to determine the impact on special tools and test equipment for that system. Contractor should use current TMDE. When required to support Work Directives, the Contractor shall modify existing special tools and test equipment or develop new special tools and test equipment to support the redesigned equipment or changes.

C.2.7 Tests:

C.2.7.1 The Contractor shall perform the following tests, as required by the work directive.

C.2.7.1.1 All Truck and Trailer Manufacturer's Association (TTMA) tests applicable to structural tests.

C.2.7.1.2 Radio frequency shielding tests in all fields (from one (1) kilohertz (kHz) to eighteen (18) gigahertz (GHz)).

C.2.7.1.3 Rain testing and fording testing shall be conducted at the facilities that meet tactical wheeled vehicles specification requirements.

C.2.7.1.4 All other tests necessary to verify or determine the impact of any proposed configuration or performance change to the vehicles or vehicle systems.

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C.2.7.1.5 Hot and Cool rooms test.

C.2.7.1.6 Testing to standards--American Society of Testing Materials (ASTM), Society of Automotive Engineers (SAE)and Federal Motor Vehicle Safety Standards (FMVSS).

C.2.7.2 The Contractor shall perform structural and mechanical testing on complete assemblies, subassemblies or components. This shall include access to testing machines, hydraulic rams and control circuits for applying, monitoring and recording loading up to 200,000 pounds (lbs.) capacity static or 50,000 lbs. (and follow WD) cyclic. It shall also include reaction frames and fixtures for restraining the test assembly. Loading shall be either static or cyclic fatigue up to ten (10) Hz in tension (and follow WD), compression or bending. In addition, electronic instrumentation shall be available for measuring and recording the specimen strain and deformation with electrical resistance strain gauges and electronic displacement transducers.

C.2.7.3 The Contractor shall conduct high-speed motion studies using video instrumentation and computer analysis to evaluate the behavior of vehicles.

C.2.7.4 The Contractor shall conduct heat transmission and air leakage tests on vehicles. Test methods and equipment utilized shall be consistent with Truck and Trailer Manufacturers Association Recommended Practice (RP) RP #38, entitled Method for Testing and Rating Heat Transmission of Thermal Vehicles/Domestic Containers.

C.2.8 Government Requested Non-Digital Product Data.

C.2.8.1 The Contractor shall deliver non-digital reproduction copies of legacy technical and engineering product data, at requested revision level, when required by a Work Directive IAW DI-SESS-81000C (CDRL A006). The technical and engineering data shall conform to MIL-D-5480F requirements in reproduction and shipment of Class 1, 2, and 3 blue and brown line drawings.

C.2.9 Environmental Management.

C.2.9.1 During system/component design modifications and when ECP(s) are submitted to the government, the contractor shall eliminate/reduce the use of hazardous substances and environmentally unacceptable materials to include cadmium (electroplating), and hexavalent chromium (coating and electroplating). In addition, Class I & II Ozone depleting substances, asbestos, and radioactive materials are prohibited for use on Team Trucks Multi Vehicles (M939,M35/M54,M809 and M925 Series Trucks).

C.3 CONFIGURATION MANAGEMENT:

C.3.1 Configuration Change Review: Upon receipt of a request for a Configuration Change to a vehicle system, the Contractor shall perform an analysis of the request and its impact on the system. The Contractor shall insure that non-approved hazardous/toxic materials are not utilized and that the items delineated in DI-CMAN-80639C in accordance with CDRL A003 are addressed and documented in the analysis. This analysis will identify impacts to assigned end items and components other than that to which the changed hardware is a part and it will identify, through review all unique requirements, and the adverse impacts on the related data.

C.3.1.1 The Contractor shall maintain the multi-vehicles Trucks TDPs, keeping them current, legible and available for intended uses. These intended uses are spare parts procurements, vehicle modification, system design and integration. The Contractor shall maintain a record of past and ongoing engineering changes and data revisions.

C.3.2 The Automated Configuration Management System (ACMS) and PDMLink 8.0: The Contractor shall create, revise and deliver product data on-line using the ACMS/PDMLink 8.0 in accordance with the requirements of this contract. The Contractor shall obtain a login and password to the ACMS/PDMLink 8.0 for all contractor personnel responsible for preparing ECPs/VECPs and ERRs and submitting to the government using the automated workflow. The ACMS/PDMLink workflow is the automation of a business process in whole or in part, during which document, information, or tasks are passed from one participant to another for action, according to a set of procedural rules. A Workflow instance coordinates user and system participants together with appropriate data resources to achieve defined objectives by set deadlines. Contractor personnel who may have a need to search/view/print in ACMS/PDMLink 8.0 should also obtain a login and password for read-only permissions.

C.3.2.1 To obtain access to ACMS/PDMLink 8.0, the Contractor shall first provide completed security investigation paperwork to the TACOM Intel and Security Division Bldg. 233, Attn: AMSTA-CM-SC (Gayle Bedwell), Ext. (586) 574-6262, DSN: 786-6262, e-mail: bedwell@tacom.army.mil. The Contractor shall also provide accreditation/certification of the Contractors site to TACOM-Warren Information Assurance (IA) Team, Bldg. 230, Attn: AMSTA-CM-XD, Mail Stop 438, (Robert Long), Ext. (586) 574-4115, DSN: 786-4115, email: longbob@tacom.army.mil or (Kevin Hooks), AMSTA-CS-TEM, Mail Stop 402, Ext. (586) 786-8315, DSN: 786-8315, e-mail: hooksk@tacom.army.mil.

C.3.2.2 Forms for logins and passwords shall be obtained from the Configuration Data Management (CDM) representative or the ACMS/Security Team Representative identified below. Contractor personnel who require access to ACMS/PDMLink 8.0 to build and maintain the TRUCKS product structures and use the workflows (i.e., CCB members, anyone submitting CM-related contract deliverables to the government, etc.) shall first coordinate with the TACOM Warren CDM representative (primary: Brenda Long, brenda.long@us.army.mil, 586-

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Name of Offeror or Contractor:

574-5036 or alternate: Nancy Darnell, *HYPERLINK "mailto:nancy.darnell@us.army.mil" nancy.darnell@us.army.mil, 586-574-5372), who will determine the applicable access permission level based on the role(s) of each individual. The ACMS/Security Team Representative, James Manuel, *HYPERLINK "mailto:james.manuel@us.army.mil" james.manuel@us.army.mil, phone (586) 574-6142, DSN: 786-6142, will assist you in completing the forms to access the ACMS/PDMLink 8.0 System. A copy of Section C of the current awarded contract shall accompany each ACMS/PDMLINK 8.0 request form.

C.3.2.3 ACMS/PDMLINK 8.0 Training: The Contractor shall attend ACMS/PDMLink 8.0 training as deemed necessary by the Government and comply with new direction and requirements of Windchill PDMLink version 8.0. The Contractor shall also request training as needed via a formal e-mail request to the primary or alternate CDM representative. The type and location of ACMS/PDMLINK 8.0 training will be at the Governments discretion. Training may be either formal classroom session(s) at the Contractor, Government, or off-site location, or informal desktop instructions at the at the individual Contractors workstation.

C.3.2.4 ACMS/PDMLink Software Issues: The Contractor shall notify the ACMS Helpdesk via e-mail message to: helpdesk_acms@tacom.army.mil when changes or corrections to product data cannot be accomplished by the Contractor due to software deficiencies or bugs. The Contractor shall courtesy copy the TACOM CDM representative on all software-related helpdesk requests.The Contractor shall notify the CDM representative by e-mail when product data is not available for updating or correction. The CDM representative will release data, take appropriate action, and provide further direction to the Contractor, as applicable.

C.3.2.5 Problem Reports: The Contractor shall utilize the Problem Report feature in PDMLink as instructed during training or as specified by work directive.

C.3.3 Engineering Change Proposals (ECPs)(Attachments 001 & 003): The contractor shall be capable of submitting ECP data electronically using ACMS/PDMLink. All ECP submittals shall be delivered as electronic data. MIL-HDBK-61A and Electronic Industries Association EIA-649 may be used for additional guidance. MIL-STD-973 may be used for reference only.

a. The Contractor shall submit ECPs for review and approval to the ACMS/PDMLink Workflow in accordance with Method 3 of the ACMS/PDMLink Preparation and Delivery Requirements for ECP/VECPs, Attachment 003, the CM Work Directive, and in accordance with the training guidance received from the Government.

b. Final Delivery: The Contractor shall notify the Government CDM representative by e-mail that the ECP has been submitted to the ACMS/PDMLink workflow.

c. The Contractor is responsible for insuring that ECP files are correctly tagged and digital 2D/3D CAD and graphic image files are properly represented prior to delivering the electronic ECP package to the Government. The Government reserves the right to reject electronic ECP files containing errors and/or files that are not compatible with the ACMS/PDMLink.

C.3.3.1 The Contractor shall prepare all Class I and Class II ECPs in accordance with DI-CMAN-80639C, CDRL A003 and the Data Delivery Description (DDD) for ECPs and VECs in Attachment 1. Proposed changes to specifications and engineering documents will be described using Notices of Revision (NORs) prepared in accordance with DI-CMAN-80642C, CDRL A004 and the Data Delivery Description (DDD) for NORs in Attachment 2. See section 6.2 and 6.4 of MIL-HDBK-61A for additional guidance. NORs are not required if data is electronically marked-up to clearly show proposed changes or if CAD files are furnished as preliminary data showing the revisions incorporated.

C.3.3.2 All Class I ECPs that affect transportability, safety, technical manuals, packaging, integrated logistics support and/or MANPRINT shall be listed in the ECP. All related documentation changes required to support these subject items shall be included as part of the ECP in accordance with DI-CMAN-80639C, CDRL A003.

C.3.3.3 Value Engineering Change Proposals (VECPs): The Contractor shall prepare VECs in the same manner as Class I ECPs.

C.3.3.4 ECP Block Numbers: The Contractor shall request blocks of ECP numbers via e-mail to the CDM representative or as otherwise directed by the government. The Contractor shall utilize these numbers on an individual basis as a control identifier for ECPs and related Engineering Release Records (ERRs). Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The Contractor shall maintain records of where and when each ECP number was used. The ECP and ERR number shall consist of the Contractor three character alpha prefix (AMG), followed by the assigned TACOM five-digit alpha/numeric number.

C.3.3.5 ECP Co-User Requirements

a. When the Contractor prepares a Class I ECP that affects two or more configuration items/systems for which the Contractor is custodian, the Contractor shall provide a complete reproducible ECP package to each of the Governments co-user(s) CDM representative requesting comments on the change. Additionally, when the Contractor is not the custodian of the data proposed for change, the contractor shall provide an ECP package to both the custodian contractor and Government co-user(s) CDM representative(s), requesting comments and approval of the change. If the Contractor cannot identify the Co-user(s) or custodian the Contractor shall notify the TRUCKS CDM representative at TACOM, AMSRD-TAR-E/CDM, and request assistance. The Contractor must complete coordination with the

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custodian/co-user(s) (both Government and Contractor) before submitting the ECP package for formal review to the TRUCKS CCB. When all comments have been received, the Contractor shall submit the ECP package, including all solicited comments, for processing. The Contractor shall include documentation in the ECP package indicating which item(s) are co-used, who is custodian of the co-used data, and include applicable co-user points of contact. The Government will notify the respective Contractor(s) when the disposition of the ECP has been made and, if approved, the custodian(s) will be directed to incorporate the change and prepare an Engineering Release Record (ERR). Following the preparation of the ERR, the custodian of data under this contract shall post the ERR and the revised data to ACMS/PDMLink for review and approval by the TRUCKS CDM. Upon ERR approval, the CDM will release the new/revised documents to the ACMS/PDMLink for retrieval and use by the applicable co-user(s).

b. ECP Review by Custodial Contractor: When a second party/co-user of TRUCKS data proposes an engineering change, the Contractor shall prepare a response to the proposed change and submit it for TACOM review, along with a copy of the initiator's ECP, to the CDM representative for TRUCKS, within 20 days of receipt. The CDM representative will staff the proposed change to the TACOM CCB Chair and additional CCB members, as necessary. The custodial Contractor shall return the Government/custodian-coordinated ECP package to the ECP originator for further disposition. If the COTR agrees to accept the ECP for formal review, the ECP originator (second party, co-user, etc.) will resubmit the complete ECP package, including all solicited comments, to TACOM, AMSRD-TAR-E/CDM, for formal evaluation by the TRUCKS Configuration Control Board (CCB).

C.3.3.6 ECP Spare and Repair Parts Data: The Contractor shall include an ECP Spare and Repair Parts Data Statement as part of the electronic ECP package in accordance with DI-CMAN-80639C (CDRL A003) when interchangeability is affected and/or when there is a put and take of parts.

C.3.3.7 ECP Enclosure List: The Contractor shall identify/list all documents contained in the ECP package and submit as part of the ECP in accordance with DI-CMAN-80639C and CDRL A003. In addition, the Contractor shall identify all end items affected - what specific elements will be affected, what other ECPs are pending against the documents listed and what NSN, if any, will be impacted by any part number change reference in the ECP.

C.3.4 Engineering Release Record Preparation (ERR): All ERR submittals shall be delivered as electronic data to the ACMS/PDMLink Workflow in accordance with DI-CMAN-80463C, CDRL A005, and Method 3 of the ACMS/PDMLink Preparation and Delivery Requirements for ERRs, Attachment 001-C.

C.3.4.1 The Contractor shall prepare an Engineering Release Record (ERR) for each approved ECP, initial or direct release of a configuration item (CI) and/or Technical Data Package (TDP) in accordance with DI-CMAN-80463C and CDRL A005. ERR documentation shall include:

- a. ERR number
- b. Date
- c. Sheet number of total sheets
- d. Baseline established or changed
- e. Type of release (initial or change)
- f. ECP Number and ECP approval date
- g. Functional Assembly/Nomenclature
- h. System or Configuration item nomenclature (all end item affected by model number)
- i. Remarks/Miscellaneous
- j. Drawing Data Information:
 - 1.CAGE code
 - 2.Doc Type
 - 3.Drawing size/Drawing number
 - 4.Sheet of sheets
 - 5.Revision letter
 - 6.Revision date
 - 7.Release (Initial or New Application) or Change (Change or Chg Application)
 - 8.Distribution (as applicable)
- k. Name and address of submitting office
- l. Government approval block

C.3.4.2 The Contractor may use his own form and format for preparing this ERR. The following are additional instructions that the contractor shall comply with:

a. ERR Package Content: The ERR Package submitted by the Contractor shall consist of one (1) ERR for each approved ECP. Electronic drawings/models/documents prepared in accordance with the requirements of this contract shall accompany the ERR that is submitted to the Government. The Contractor shall include the ERR form, engineering drawings/models and associated documents, and the new and/or updated product structure configuration baseline(s) for product data being released by the ERR in accordance with Method 3 of the ACMS/PDMLink Preparation and Delivery Requirements for ERRs, Attachment 001-C. Multiple ECP releases under one ERR will not be

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allowed unless specifically approved by the Government.

b. When there is multiple vehicle/end item application, additional ERR sheets will be used for clarification of end-item applicability.

c. Supplemental ERRs: Supplemental/incremental ERRs may only be used for the initial release of major item vehicles and/or components.

d. ERR Package Submittal: The Contractor shall submit ERR packages within 90 days of ECP approval to the ACMS/PDMLink Workflow in accordance with DI-CMAN-80463C, CDRL A005, and Method 3 of the ACMS/PDMLink Preparation and Delivery Requirements for ERRs, Attachment 001-C. The Contractor shall notify the government CDM representative by e-mail when conditions exist that prevents the Contractor from creating and/or submitting ERRs. The Contractor shall electronically submit a separate letter of transmittal to the CDM representative indicating the ERR package has been submitted to the workflow and include a list of enclosures for each ERR.

C.3.5 Product Data [formerly Configuration Status Accounting and Engineering Records (CSAER)]:

C.3.5.1 The Contractor shall submit new and revised product data to the ACMS/PDMLink in accordance with the ECP and ERR requirements of this contract, CDRLs A003, A004, A005, and Method 3 of the ACMS/PDMLink Preparation and Delivery Requirements for ECPs & ERRs, Attachment 001-C. Submittal of product data to institute and maintain a complete and permanent audit trail/history of Product Baseline drawings/models/documents and product structure, including subsequent changes to that baseline shall be the responsibility of the Contractor.

C.3.5.2 When the Contractors product data input is found to have excessive errors, the Government may require the Contractor to make the corrections.

C.3.6 Configuration Status Accounting Information: In accordance with DI-CMAN-81253A, CDRL A007, the Contractor shall submit the following:

C.3.6.1 A Configuration Status Accounting Report (CSAR) for changes affecting the TRUCKS family of vehicles (FOV) which provides a detail description of DWOs, ECPs and ERRs in process/completed/canceled. Contractor format is acceptable.

C.3.6.2 An ERR Report which shall include ERRs submitted & awaiting Government approval; ERRs awaiting submittal pending new drawing approval; and ECPs/ERRs awaiting Government action on affected product data in ACMS/PDMLink.

C.3.6.3 A Master Source Data Report on the Master Data set for the Trucks vehicles. The report shall list engineering drawings, models, and associated lists, associated documents, schematics, installations, diagrams, instructions, software configurations, UID, decals, labels, warnings, critical safety items, kits, armor, manufacturing and process specifications and other data comprising the multi-vehicle Trucks TDPs. This report shall include the following information:

- a. Part/Drawing/2D-3D Model/Document Number
- b. Current Released Revision and ERR number
- c. Data Type [Part (CSI, Source Control, Vendor Item, etc.), installation, specification, instruction, schematic, diagram, quality data, packaging data, etc.]
- d. Product Baseline (PBL) ERR # & date
- e. Source/Master (Linen, Mylar, Word, Excel, 2D AutoCAD, 3D Solid UG- NX, etc.)
- f. Data Restrictions (U=Unlimited Rights, G=Government Purpose Rights, L=Limited Rights, SL=Special License Rights, R=Restricted Rights, SN=specifically Negotiated License Rights)
- g. Distribution Statement
- h. Export Controlled (Yes/No)
- i. Applicable End Item Models
- j. CAGE
- k. DWOs/Open ECPs
- l. Data Format(s) Delivered to Government (Latest Revision)
- m. Nomenclature
- n. Status (Active, Obsolete, S/S by..., unreleased, etc.)

C.4 Engineering Drawings/Models and Records: The Contractor shall prepare and maintain engineering drawings/models, specifications and other technical data comprising the configuration baseline for the Government approved vehicle systems under this Contract in accordance with DI-SESS-81000C and CDRL A008. Original (master) drawings shall be stored in a fire-proof vault.

C.4.1 Product Drawings/Models and Associated Lists: Product drawings shall provide the necessary design, engineering, manufacturing, and quality assurance requirements information necessary to enable the procurement or manufacture of an interchangeable item that duplicates the physical and performance characteristics of the original product, without additional design engineering effort or recourse to the original design activity. Product drawings/models shall reflect the level of design maturity that the item has attained at the configuration item lifecycle phase.

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C.4.1.1.1 Product Data: Engineering Drawings/Models and Associated Lists:

C.4.1.1.1.1 The Contractor shall possess computer aided design (CAD) capabilities to produce drawings/models under this Contract.

C.4.1.1.1.2 All product data, new (initial or direct release) configuration items and or revised through ECP for modification of system/equipment, shall be developed and delivered IAW DI-SESS-81000C (CDRL A008), TDP Option Worksheets, Tailoring Checklist, Attachment X (Metadata Attributes), and MIL-DTL-31000C, Technical Data Package. The product data shall be in native and neutral computer aided design (CAD) formats using Digital Product Definition Datasets and Model Based Definition (MBD) Practices IAW ASME Y14.41, Reference Section 1.8, and ISO 10303 STEP AP 214 (part, assembly models and product structure).

C.4.1.1.1.3 Model Based Definition product datasets shall contain a 3-D representation of a part and assembly that is fully parametric, has associated 3-D geometry, 3-D dimensions, 3-D tolerances, 3-D annotations, and contains at least one stored functional dimensioning and tolerancing view. Included are the associated parts, notes, and attributes lists, mass proprieties, material requirements, and contains corresponding part and assembly material and process specifications, and associated documentation. The 3D CAD assembly model datasets shall identify the part items and associated reference to installation special tools and materials, and specify installation test or calibration requirements.

C.4.1.1.1.4 The Contractor shall provide and update, as required, a solid model data creation standard and or practice guide for the Government to determine application and disclosure of product data definition set elements in use of delivered 3D MBD datasets. Refer to paragraph C.4.1.1.2, Product Solid Models TDP Option Worksheet, Block 5, for delivery.

C.4.1.1.1.5 When the configuration item product data consists of 2D digital images (e.g. Raster C4, Acrobat\ae PDF) for parts, assemblies, installations, and kit drawings under original production contract requirements for that vehicle system and a 3D MBD part/assembly dataset, the Contractor shall conform to American Society of Mechanical Engineers (ASME) standard, ASME Y14.24M, Types and Applications of Engineering drawings, and follow ASME Y14.100-2000, ASME Y14.24, ASME Y14.35M, and ASME Y14.34M for 2D drawing format guidance. Refer to paragraph C.4.1.1.3 for 3D MBD requirements.

C.4.1.2.1 The Contractor shall not prepare drawings for standard military components or for items for which Government released drawings exist.

C.4.1.3 Source Control Drawings: Source Control Drawings shall be prepared only upon written COTR authorization and shall, unless approved otherwise, have two (2) or more sources of supply listed. Requests for COTR authorization shall be accomplished by a written justification delineating the need for source control.

C.4.1.4 The Contractor shall deliver part and assembly product structure to comply with ISO 10303 STEP AP 214 data exchange export standard as required to package the associated product structure(s), content (2D and 3D data) files and metadata for all (native and neutral) part and assembly solid model file formats. The Contractor shall transfer MBD dataset files electronically, as part of the ERR submitted to the ACMS/PDMLink workflow.

C.4.2 Acceptance of Product Data (Engineering Drawings/Models):

C.4.2.1 Product Data Release due to ECP, Initial, or Direct Release. For 2-D digital product drawings/associated lists released due to ECP approval, initial and or direct release, requires the COTR assigned to the vehicle system to authenticate and sign-off all new product drawings in the associated COTR Approval Block. The Contractor shall make available finalized drawings for Government design sign-off.

C.4.2.1.1 For 3-D (MBD) Solid Model Product Data Release due to ECP, Initial, or Direct Release, requires the COTR and TARDEC Engineering Business Group 3-D Systems Team review for technical acceptance. The Contractors final MBD datasets shall be made available for COTR's review in preparation for further distribution to the TARDEC Engineering Business Group 3-D Systems Team review and acceptance.

C.4.2.1.2 Upon Government completion of 2-D drawing sign-off, the Contractor shall record in the change block of the drawing any subsequent changes made to the drawings. For 3-D MBD Solid Model Product Data, the Contractor shall record the COTR approval in the part/assembly metadata attributes.

C.4.2.3 (RESERVED)

C.4.3 Data Management.

C.4.3.1 Drawing Number Assignment: The Contractor shall assign Government-issued Army Ordnance Part Numbers (AOPNs) to all product drawings, models, and associated documents, including package content and kit drawings produced and released under this contract. The Contractor shall request additional blocks of numbers on an as needed basis via e-mail to the CDM representative.

C.4.3.2 Drawing Part Numbers for Privately Developed Items: The Contractor is prohibited from assigning drawing/part numbers to

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privately developed items prior to our approval. If an item is approved for incorporation into the design, the Contractor shall assign an AOPN to the item in accordance with C.4.3.1.

C.4.3.3 Product Data Drawings/Models/Documents Custodianship: The Contractor shall be responsible for all original data in its possession. As custodian, the Contractor shall make any changes authorized by the COTR to the original data, and provide AMSRD-TAR-E/CDM with compliant data as part of the ERR package in accordance with requirements of section C.3.4 through C.3.5.2. The Contractor shall distribute additional copies of changed data to co-users and other recipients as described in the SOW & CDRL A008. Upon request, the Contractor shall provide copies of data to the TACOM CDM, CM or Engineering Technician, within seven calendar days of request. The Contractor shall not transfer any Government data to vendors or subcontractors without written approval from the COTR.

C.4.3.4 Procedures for Transferring Documents, Drawings, Models, and MBD data sets: The Contractor shall transfer master data not already in the Governments possession to the CDM Representative by the end of contract (EOC) in accordance with DI-CMAN-81253A and CDRL A007. The Contractor shall transfer these source/native 2D digital CAD, 3D models and other software generated master files as attachments to a closeout ERR or Change Notice object in PDMLink. Paper/Mylar or other hard copy drawings/documents shall be packaged and shipped (by mail or courier) in separate containers, using the following categories:

- a. Obsolete/superseded drawings and documents
- b. A & B size drawings (laying flat)
- c. C & D size drawings (laying flat)
- d. E through K size drawings (rolled)
- e. Quality Assurance Provisions (QAPs) and Final Inspection Records (FIRs)
- f. PDs

C.5 STANDARDIZATION PROGRAM:

C.5.1 Parts Control Program:

C.5.1.1 The Contractor shall continue to maintain the Parts Control Program utilizing procedure 1 of MIL-STD-965B as a guide.

C.5.1.2 All parts proposed for addition to the Program Parts Selection List (PPSL), or items submitted for Engineering Change Proposals (ECPs), will be screened by the Contractor and approved by the Government prior to addition to the PPSL. For parts in Federal Supply Classes (FSCs) which require Military Parts Control Advisory Group (MPCAG) review, the parts approval request may be submitted by faxed DD Form 2052 or E-mail. A list of parts with other FSCs shall be made available for review by the Government for the purpose of selective screening.

C.5.1.3 Approval recommendation (DD Form 2052) made by the MPCAGs is considered final, unless an exception or approval is provided by the Government, upon request for an exception by the Contractor.

C.5.2 Specifications:

C.5.2.1 Specifications and standards shall be considered and selected in the descending group and subgroup order of preference indicated in Paragraph 5 of MIL-STD-970 as a guide, unless the acquisition documents specify the exact specifications and standards to be used.

C.5.2.2 When specifications are required to support the item acquisition, they shall be prepared in book format in accordance with MIL-STD-961 as a guide. When standards and handbooks are required, they will be prepared in a book form format in accordance with MIL-STD-962 as a guide. Specifications, standards and handbooks prepared shall not restrict or preclude competition.

C.6 MILITARY PACKAGING DOCUMENTATION:

C.6.1 Packaging Requirements: Contractor shall provide packaging data systems entry as specified in MIL-PRF-49506, see DI-ALSS-81529 (CDRL A009), to the Commodity Command Standards Systems(CCSS) for parts that are new/changed, AKZ managed, provisioned(P-source coded) as identified by Government work directive. Data is critical to populating the NSNMDR and the FLIS Government data bases and shall be 90% accurate. You shall provide the electronic data interchange. Government generated reject listings will be reviewed monthly by the Government to verify contractor accuracy.

C.6.2 Engineering Change Proposals(ECPs): Contractor shall assess engineering and logistic changes for packaging impact. Contractor shall provide revisions and additions to the packaging information when there is a packaging impact and submit the data with the ERR. Contractor shall provide packaging impact statements with ECPs with a 90% accuracy rating. Government will verify contractor impact statements.

C.6.3 Special Packaging Instructions (SPI): When specified by contract work directive prepare a SPI. SPI shall be prepared for the item to meet the performance of ASTM D4169, Distribution Cycle 18 with the performance criterion of no product damage. SPI shall be in

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a format that can be viewed, changed, and commented upon (e.g. Microsoft Word 6.0 or 7.0, see DI-PACK-80121B (CDRL A010)). You shall provide read/write access to SPI. Data is critical to populate the Government technical data file, ACMS/PDMLINK 8.0, and all data submitted shall be contractor validated and 95% accurate.

C.6.4 Long Life Reusable(LLR)Containers: The Contractor shall maintain and update the existing technical data package (TDP) for LLR shipping containers for Government directed initiatives. Updates to the TDP shall include validation testing which establishes the capability of the LLR to protect the integrity and serviceability of the item for which the container is designed in accordance with ASTM D4169, distribution cycle 18, assurance level I, criterion 2. Maximum use of these containers are stressed. The Contractor shall maintain engineering drawings and associated lists to describe the form, fit and function of each LLR container. Drawings shall be sufficient to permit competitive procurement of the LLR container.

C.7 QUALITY ASSURANCE:

C.7.1 Quality System: The Contractor shall operate under a Quality System Standard for all products and services provided under this Contract. This system shall be based upon one of the following standards: Commercial Quality Standard QS 9000; International, International Standards Organization (ISO) ISO 9000 series; American Society of Quality Control (ASQC) standards, Q 90 series or other system standards may be acceptable, if approved by the Procuring Contracting Officer (PCO).

C.7.2 Quality Engineering Reviews: The Contractor is responsible for auditing and assessing the quality of the Quality Control System. The Contractor shall perform quality engineering reviews of all TDP documentation affected by a Work Directive. These reviews are to decide the type and amount of process and product controls and tests necessary to achieve a cost-effective, quality product. Perform quality engineering reviews at a point in time which shall assure that the resulting recommended controls and tests are processed and reflected in the TDP. Define required process and product controls and tests on applicable Quality Assurance Provisions (QAPs) or on specifications referenced by the TDP. The Contractor shall use Attachment 008 of this Contract, titled Requirements of Developing and Maintaining Quality Assurance Provisions (QAPs), and TACOM Pamphlet, DRSTA-P-702-155, titled Preparation and Maintenance of Quality Assurance Provisions (QAPs), as a guide when performing Quality Engineering Reviews.

C.7.3 Quality Assurance Provisions: Quality Assurance Provisions (QAPs) shall be developed or updated as necessary for all applicable items, components or assemblies affected by a Work Directive in accordance with CDRL A011. Work Directives will define whether the QAPs are to be placed on a separate document or are to be placed directly on the drawing. For separate documents, the Contractor shall use TACOM Pamphlet, DRSTA-P-702-155, entitled Preparation and Maintenance of Quality Assurance Provisions (QAPs), as a guide when updating and developing QAPs. For QAPs placed directly on drawings, the Contractor shall use Attachment 008 to Section C of this Contract, titled Requirements for Developing and Maintaining Quality Assurance Provisions (QAPs), as a guide. Developing and updating of QAPs shall be based on the recommendations of the Quality Engineering review. When developing QAPs, the following considerations shall be made toward achieving a cost-effective, quality product: limit the use of specialized test and inspection equipment to only when necessary, define test setups and test equipment only when necessary, limit the use of Inspection Method Control Sheets (IMCS) to only when necessary.

C.7.4 Critical Safety Items: The Contractor shall identify critical safety items within the TDP for all new designs that are a result of a Work Directive. Critical safety items are items with one or more critical safety characteristics. A critical safety characteristic is a feature that if non-conforming would result in a catastrophic failure of an item or assembly that could result in loss of life or injury to humans. Designs that can not be redesigned from a practical standpoint shall be brought to the attention of the PCO and COTR as soon as possible. At the PCO's or COTR's discretion, the Government may authorize the Contractor to identify the feature or characteristic on the drawing as a critical safety item in accordance with the Contrct and the Work Directive.

C.7.5 Quality Documentation: The Contractor shall develop and maintain one or more of the following when specified in the Work Directive: Final Inspection Record (FIR); use Quality Engineering Planning List (QEPL) or Master List of Quality Assurance Provisions (LQAP); use TACOM Pamphlet DRSTA-P-702-155 as a guide; Inspection Method Control Sheets (IMCS); use TACOM Pamphlet DRSTA-RP-702-133 as a guide and other documents or drawings as defined by the Work Directive and in accordance with CDRL A011.

C.8 MANPOWER, PERSONNEL AND TRAINING INTEGRATION (MANPRINT):

C.8.1 Human Factors Engineering: Any change or modifications to the existing vehicles (such as ECP actions) shall be analyzed to substantiate that the soldier machine interface is not degraded. If degradation occurs, appropriate actions shall be taken to upgrade the changed area to its previous state, at a minimum.

C.8.2 Safety Engineering:

The Contractor shall integrate system safety engineering into system design efforts. The Contractor shall address the safety and health requirements of the ATPD in the technical reviews. System design and operational procedures developed by the Contractor shall consider the following:

- a. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.
- b. Eliminating or reducing significant hazards by appropriate design or material selection.

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- c. Controlling or minimizing hazards to personnel that cannot be avoided or eliminated.
- d. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components, which are of such a nature or so located as to be a hazard to operating or maintenance personnel, shall be either enclosed or guarded. Protective devices shall not impair operational functions.
- e. Assuring that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repair and distinct markings placed on hazardous components of equipment.
- f. Ensuring that safety is considered for both operational and maintenance phases of the system.

C.8.2.1 System Safety Program: To assure the safety objectives are achieved, the Contractor shall implement a System Safety Program. MIL-STD-882C can be used as guidance in establishing a system safety program.

C.8.2.2 Hazard Identification: The Contractor shall provide information concerning identified hazards to the Government. As a minimum, the following information should be provided for each hazard:

- a. Description of each hazard, to include cause, possible effect, hazard category
- b. Status of each hazard
- c. Proposed corrective action

C.8.2.3 Safety Assessment Report (SAR)

C.8.2.3.1 As a result of safety analyses, hazard evaluations, and independent Contractor testing, the Contractor shall prepare a Safety Assessment Report. The safety assessment shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The SAR will be prepared in accordance with CDRL A012, DI\SAFT\80102B.

C.8.2.3.2 In the event the system is modified or procedural changes made after the final SAR is submitted the Contractor shall update the SAR to reflect those modifications or changes.

C.8.2.3.3 Radioactive Material: Radioactive material shall not be utilized in the equipment supplied to the Government under this contract.

C.8.2.3.4 Health Hazard Assessment (HHA): The Contractor shall prepare a Health Hazard Assessment Report and incorporate the HHA into the SAR as an addendum. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport or use of materiel, that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. In preparing the health hazard portion of the SAR, the Contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component. The Contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. The Contractor shall make recommendations for the identified health hazards concerning engineering controls, equipment, and/or protective procedures, to reduce the hazard to an acceptable risk. Issues to be addressed within the report shall include:

- a. Noise.
- b. Toxic Gases.
 - (1) Carbon Monoxide.
 - (2) Ammonia.
 - (3) Oxides of nitrogen and sulfur.
- e. Heat and Cold (to include heat stress).
- f. Shock and vibration to crewmembers.
- g. The chemicals identified in the Materiel Safety Data Sheets to be provided in the SAR (DI\SAFT\80102B).

C.9 INTEGRATED LOGISTIC SUPPORT:

C.9.1 Logistic Management Information (LMI):

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C.9.1.1 The Contractor shall update LMI documentation to reflect changes in support requirements resulting from changes to the system or equipment design or operational requirements, logistic support improvements or the correction of deficiencies discovered through analysis of test results or by the Contractor's verification of LMI documentation.

C.9.1.2 The Contractor shall submit and store the LMI master files in accordance with MIL-PRF-49506. External labels affixed to identify Data Set Name (DSN), blocking factor, record length, specific vehicle system, date and type of file (Parts or LCN).

C.9.2 The Contractor shall perform LMI on redesigned Contractor and Government-furnished items which impose logistics and operational requirements. The Contractor shall accomplish the analysis tasks and activities to determine the most cost effective and efficient procedures for performing maintenance on any new or altered items within the vehicle series. LMI documentation shall identify logistics resources required for operational support of the system or equipment at all levels of maintenance. The description of the types of tasks to be performed are referenced in APPENDIX B of MIL-PRF-49506.

C.9.2.1 The Contractor shall prepare LMI data in accordance with the requirements of MIL-PRF-49506, as defined by Work Directive.

C.9.2.2 The Government will furnish demand data to the Contractor on various materials, on an as required basis in support of the LMI process. The Contractor shall use subject data to ensure LMI analysis for fielded vehicles when responding to field problems involving Logistic Support.

C.9.2.3 Kits: When required by Work Directive, the Contractor shall develop kits to support the configuration for the vehicle and model required. The Contractor shall develop instructions to support kit(s). The instructions shall, at the least, include 1) step by step instructions to remove vehicle components (if required), 2) and/or apply kit, 3) illustrations, 4) parts list, and 5) PMCS and/or lubrication instructions (if required) 6) Point of Contact. Further instructions will be provided via Work Directive, Program System Review, or Start of Work. (CDRL A015)

C.9.2.4 Modified Work Orders (MWO): When required by Work Directive, the Contractor shall develop MWO to support the configuration for the vehicle and model required. The Contractor shall develop MWOs in accordance with the content requirements of MIL-STD 400512A (except as noted in para C.9.2.5). (CDRL A016)

C.9.2.5. Exception: The Standardized General Mark-up Language (SGML) and work package assignment requirements in MIL-STD-40051A are hereby waived for all paper technical publications (new/changes/revisions) cited in this contract.

C.9.2.6 The Contractor shall physically test/validate 100% of the new kit and MWOs under this contract. Method of testing/validation shall be at the Contractors discretion. However, testing/validation methodology shall be sufficient to correct all technical inaccuracies within the kit or MWO assembly/instructions.

C.9.2.7 Government verification for new kits and MWOs shall begin at time of contract/Work Directive award and will continue throughout the life of contract/Work Directive. Sample verification shall be conducted at the Contractors facility or location deemed by the Government. The Contractor shall provide verification support. The Government reserves the right to use "target audience" maintainers to perform sample verification tasks.

C.9.2.8. National Maintenance Work Requirement (NMWR): When required by Work Directive, the Contractor shall develop NMWR to support the configuration for the component/sub-component required. The Contractor shall develop NMWR in accordance with the content requirements of MIL-STD 40051A (except as noted in para C.9.2.5) (CDRL A017).

C.9.3 Maintenance Support:

C.9.3.1 Maintenance Allocation Chart (MAC): The Contractor shall review the existing MAC to determine implicit skill level requirement for all new or redesigned components for systems, retrofit items and product improvements and their interfaces with other Military Occupational Specialty (MOS) requirements. The Contractor shall maintain the MAC for changes to Technical Manuals (TMs), and submit updates as required, in the existing format of the TM being updated.

C.9.3.2 Maintenance Engineering:

C.9.3.2.1 The Contractor shall continue to update maintenance requirements to accommodate engineering changes through crew and organizational level of maintenance. The Contractor shall review and evaluate direct support through depot maintenance requirements and recommend changes required to support the vehicle systems and components. All design, modification and engineering change activities performed under this Contract shall require maintenance analysis. When directed, maintenance analysis shall also be performed in response to Government Furnished Equipment Performance Reports (EPRs) (Standard (STA) Forms 1025) or Quality Deficiency Reports (QDR) (Department of the Army (DA) Forms 368) which relates to the configuration of the vehicle. In addition, review and analyze DA Forms 2028, for impact on Configuration and Publications, and Field Representative Reports or other deficiency reports, as deemed necessary by the Government.

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C.9.3.2.2 In performance of maintenance analysis, the Contractor shall:

- a. As applicable, disassemble the item to the extent required for effective review of the design for maintainability. All disassembly or assembly for maintenance evaluation and analysis shall be performed using only tools and equipment available to the level of maintenance that would ordinarily be responsible for that level of work in the field.
- b. As a result of maintenance analysis, recommend revisions to repair parts and special tools and test equipment requirements, equipment publications, repair times for the Maintenance Allocation Chart, training or maintenance facilities.
- c. Provide sequential narrative instructions or procedures (Maintenance Source Data) for the application, installation, modification or service of the Contract Item, kits, tools or equipment therefore.
- d. Analyze the end item and its components to assure maximum compliance with the maintenance concepts in AR 750-1. Module design concepts shall be incorporated to the maximum extent. The engineering information necessary to prepare a purchase or test specification shall be provided for each module.
- e. Provide maintenance evaluation support to obtain maintenance information. This shall include trial installation of special purpose or modification kits. The Contractor shall permit a Government maintenance team to conduct maintenance evaluation of the Contract Item on the Contractor's premises during normal working hours. the Contractor shall also furnish the administrative, mechanical, photographic service and other assistance to the maintenance team as specified in the applicable Work Directives.

C.9.4 Spare and Repair Parts: The Contractor shall prepare and deliver to the Government, 120 days prior to the start of tests, a Support Material List (SML) for tests of the end items in accordance with OT-88-12089. The list is required in support of tests conducted by the Contractor as well as Government tests.

C.9.5 Provisioning:

C.9.5.1 The Contractor shall prepare and process provisioning requirements and provide provisioning data and reports in accordance with MIL-PRF-49506, CDRL A023.

C.9.5.2 Provisioning Planning Conference:

C.9.5.2.1 Provisioning guidance meetings and provisioning conferences shall be scheduled by the Government. The place shall be determined by the Government. The purpose of the meeting shall be to resolve and clarify methods and procedures to be used by the Contractor and the Government in relation to the provisioning requirements.

C.9.5.2.2 The following data requirements shall be made available at the provisioning conference for Government review and approval or disapproval: 1) Supplementary Provisioning Technical Documentation (SPTD--drawings), 2) Provisioning Parts List (PPL), and 3) the results of Defense Logistics Service Center (DLSC) screening.

C.9.5.2.3 The Contractor shall conduct provisioning conferences in accordance with the DD Form 1949-2 prior to the submission of provisioning packages. The Contractor shall notify the Government that a package is ready for review. Provisioning conferences shall be scheduled for timely submission of data. Copies of the LSA-036 report for each part being reviewed shall be transmitted electronically in accordance with DI-MGMT-80227. A two-part card image print (80/80) listing and drawings shall accompany each submission.

C.9.5.2.4 If during the provisioning conference, the Government representative determines that ten (10) percent of the total review package contains two (2) or more errors (limited to those data entries mandatory for a Government Provisioning Management Information (PMI) build) per Provisioning List Item Sequence Number (PLISN), they will contact the COTR with a recommendation that the conference be terminated.

C.9.5.2.5 Follow-on provisioning documentation will be prepared by the Contractor to support the system and will reflect new and revised repair parts, special tools and basic issue items released by Government approved ECPs or similar approved documentation.

C.9.5.3 Provisioning Master File:

C.9.5.3.1 The Contractor shall maintain a parts master file of all provisioning data generated. This file shall be maintained to reflect the latest production configuration(s) including engineering design changes, changes to specific data fields, or historical data as directed by the Government. The file shall be constructed to provide for retrieval of data on demand. The Government reserves the right to periodically review or utilize the file.

C.9.5.3.2 The Contractor shall recommend the source, maintenance and recoverability code, based on the Maintenance Allocation Chart (MAC), and the demilitarization code of all repair parts.

C.9.5.3.3 Maintenance Replacement Rate (Failure Factors):

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- a. The following data will be considered when developing Failure Factors:
1. Engineering Data.

2. Historical data of a similar piece of equipment. The Contractor must consider on or off road application.
- b. Failure factor one (FF1) is based on peacetime failures per 100 vehicles for one year of support.
- c. Failure factor two (FF2) is the wartime failure rate and will be, at a minimum, two and one-half (2.5) times greater than that of peacetime, based on the following:
1. For Source Codes:

A. PA - Item procured and stocked for anticipated or known usage.

B. PB - Combat Essential (Essentiality Code (EC) = 1). Need minimum stockage. (No FF1 or FF2).

C. PE - Support item procured and stocked for initial issue or outfitting to specified maintenance repair activities (includes special tools).

D. PF - Support equipment which will not be stocked but which will be centrally procured on demand.

2. For Essentiality codes:

A. 1 - Failure of this part will render the end item inoperable.

B. 7 - Item does not quality for assignment code of 1 but is needed to prevent impairment of, or the temporary reduction of, operational effectiveness of the end item.

B. EC5 - Personnel Safety

B. EC6 - Legal Climatic
- d. Failure Factors challenged by the Government shall require further justification by the Contractor.

C.9.5.4 Expendable and Consumable Items: The Contractor shall ensure that only the items which are repair parts, or part of the end item top-down generation breakdown, will be loaded to the Provisioning Master Record (PMR). All others will be rejected.

C.9.5.5 Next Higher Assembly PLISNs and Overhaul Quantities:

C.9.5.5.1 Next Higher Assembly (NHA) PLISNs and overhaul quantities (OVHL QTYs) are used to identify and forecast repair parts requirements for depot overhaul and repair programs on end items, major assemblies or subassemblies. It is necessary that all repair parts in depot overhaul or repair of an item or assembly be identified.

C.9.5.5.2 Enter overhaul quantities for each repairable item, with a source code beginning with P, up the drawing tree that identifies tasks distribution.

- a. Identify the immediate NHA PLISN. If the SMR Code begins with P, enter an overhaul quantity.
- b. Identify all subsequent repairable assemblies, proceeding up the drawing tree, from that down part, which have a source code beginning with P. Enter NHA PLISN and OVHL QTY.

c. Identify the model record PLISN(s) as a NHA PLISN and enter an OVHL QTY, if called for by the Government.

C.9.5.6 Overhaul Quantities:

C.9.5.6.1 This entry is mandatory for all items (excluding tools).

C.9.5.6.2 Mandatory replacement items (such as lockwashers, locknuts, all fastening devices, etc.) are one hundred percent (100%) replaced. Overhaul quantities for other items will be based on engineering estimates, market survey, experience with like equipment or test results.

C.9.5.7 LMI Parts Pricing:

C.9.5.7.1 Purpose and Scope: The price estimate included in the LMI and LSA-036 report is used for budgeting purposes and is the first

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cost assigned to the NSN for purposes of billing the using units for reimbursable spare or repair parts. The price must be as accurate as possible and be reasonable to prevent or minimize the impact on the procurement process and the fund's status portion of the Supply and Financial management systems of the Department of Defense.

C.9.5.7.2 Assumptions: The pricing or costing that will be used for the LMI parts pricing effort will be performed under the assumption that for part-for-part replacements, where the new part doesn't have an NSN but the part being replaced does, the Government will use the replaced part's NSN related pricing data for determining the price for the new (replacing) part. Allowances may be made for a significant increase or decrease in complexity between old and new parts. All other new parts will be reviewed by experienced personnel who will utilize available sources and check against items of similar complexity and technology in order to establish base price estimated. This philosophy as well as the following ground rules are to be assumed by the Contractor for pricing or estimating purposes in the LMI Parts Pricing Program:

- a. The Contractor will use the greater of the NSN price, or if known, the procurement history price(s) (normally the last buy price plus a five percent (5%) annual inflation factor).
- b. The spare or repair parts will be purchased from the same supplier as the production hardware, or the last procurement buy.
- c. No nonrecurring cost will be applied to spare parts, such as gaging, tooling, or Initial Production Testing (IPT).
- d. All Contractor made items will be produced concurrently with production. All material will include material markups if applicable.
- e. Purchased finished parts will be quoted Free On Board (FOB) vendor's facility. Contractor made items will be quoted at the point of manufacture.
- f. All Contractor made items are priced using latest negotiated pricing rates and factors.
- g. For purchased finished items, the estimated prices furnished will be based upon data obtained from the actual suppliers of the parts when the actual suppliers can be determined. This means that if a source controlled sub-component (sole source) is found within an assembly made by a different company or supplier, the Contractor will make every attempt to provide an estimated price based on the price from the actual manufacturer of that part. This practice will prevent multiple application of markups to the price.
- h. Parts will be quoted FOB Source. This means that all purchased finished parts will be priced based upon FOB of the actual vendor or supplier facility.
- i. Current commercial packaging will be applied to all Contractor made items.

C.9.5.7.3 Updating Process: Approved engineering change data as incorporated in the LMI program will result in the necessity to revise provisioning documentation to maintain current configuration. As the changes to the LMI documentation are finalized, appropriate provisioning documentation will be prepared and submitted to the Government. The Contractor's provisioning will provide the initial submittal of LSA-036 information including price data, for all new parts initially provisioned by the Contractor. There will be no update to price data after the initial submittal of an LSA-036 report, unless specifically requested by the Government.

C.9.5.8 Prices: The pricing data shall be sub-divided to address prices as follows:

C.9.5.8.1 Prices cited in the Defense Logistics Service Center (DLSC) files.

- a. The Contractor's provisioning personnel will screen new application parts to identify if these new application parts have an associated NSN. This screening will be in the form of an in-house review of the Remote Terminal Army Master Data File (AMDF) Inquiry System (RTAIS).
- b. For all cases, where a part is listed in the DLSC files (that is, RTAIS), the Contractor will use the NSN price from these files to satisfy the requirement for LMI parts pricing.

C.9.5.8.2 Prices when no NSN is contained in the DLSC files or when the new application parts do not have an associated NSN, the Contractor's LMI Provisioning will determine LMI parts pricing, as follows:

- a. In all cases, for part-for-part replacements, where the new part does not have an NSN but the part being replace does, the Contractor will use the replaced part NSN related pricing data for determining the price for the new (replacing) part.
- b. All other new parts will be reviewed by experienced personnel who will utilize available sources and check against items of similar complexity or technology in order to establish base price estimates. Additionally, the price estimates and actual cost of parts that were used for engineering test or development may be obtained from the test and development engineers or the procurement records; these cost of parts may be used as a basis for provisioning price estimates. Other sources for price estimates that will be

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used for provisioning data are vendor or distributor parts and hardware catalogues, and vendor inquiries, either written or telephonic. When none of the aforementioned sources are satisfactory, a request will be made to the Contractor's Estimating Department.

c. Computation: When a price for an item is requested from the Contractor's Estimating Department, then the unit of measure price shall be based on the minimum economical production quantity. Minimum economical production quantity is the minimum number of parts the vendor is willing to produce. This quantity will be as determined by the Contractor's estimating and will vary with vendors.

C.9.5.9 LMI Pricing Plan, Management and Execution: The LMI Pricing Plan will be managed by the Contractor's Provisioning Department as part of the provisioning program. This will insure that acceptable parts pricing will be included in the data (LSA-036) submittals and will allow the Government the opportunity to review and approve the pricing data as submitted.

C.9.5.10 The Contractor shall deliver Integrated Electronic Technical Manuals (IETM) for technical publications referenced in paragraph C.9.6.1. The IETM(s) shall be written in Electronic Maintenance Software (EMS) version 2 software and delivered in electronic media CD-ROM(s). The desktop publishing software and illustration files employed in development of the technical manual data shall be compatible with/readily usable or importable into the IETM. The IETM(s) shall operate on the Armys Soldiers Portable On-System Repair Tool (SPORT) diagnostic equipment. See CDRL A013.

C.9.5.11 IETM Draft Equipment Publications (DEP) and camera ready Final Draft Equipment Publications (FDEP) shall be submitted per CDRL A013. This desktop prepared publications shall be developed utilizing Standard Generalized Markup Language (SGML) tagging standards or better.

C.9.5.12 Read-Only IETM Master CD: Three CD-ROM copies of a compiled non-editable and non-authorable master CD of the IETM shall be delivered per CDRL A014. This ITEM file shall be suitable for LOGSA duplication as an executable but read-only ITEM.

C.9.5.13 Standard Generalized Markup Language (SGML): The Contractor shall SGML tag the IETM utilizing non-proprietary authoring software that meets the requirements of MIL-M-87268. The IETM shall be tagged to ensure that the user can locate instructions, figures, schematics or the required parts lists, electronically throughout the IETM, and print screen or a procedure. This technique shall roll all information normally associated with the paper maintenance technical manuals, components list, repair parts and related information into an IETM on CD-ROMs. MIL-STD-1840 shall be used in the standardization of formats for exchange of digital information necessary for the development and logistic support of systems throughout their life cycle, and formats for delivery of the maintenance manual in electronic media/CD-ROM(s). Raster graphic representation shall be per MIL-PRF-28002. The IETM shall include all Document Type Definition (DTDs) and Format Output Specifications Instance (FOSIs). The IETM shall be compatible with Joint Computer-Aided Acquisition and Logistics Support (JCALS) system standards, per Commerce concepts, and compatible with high speed Defense Printing Services (DPS) printers in compliance with JCALS standards and MIL-SPEC 28000 series guiding IETM development and delivery.

C.9.5.14 Using the developed SGML tagged text; the Contractor shall produce an IETM on CD-ROM(s), which meets with the requirements of C.9.6.1. IETM development shall include development of intrusive interactive troubleshooting that takes full advantage of the diagnostic and fault isolation capabilities.

C.9.6 Technical Manuals

C.9.6.1 The Contractor shall prepare, validate and deliver new and changed pages in accordance with MIL-STD-40051, Attachments A through D and CDRL A018. The new and changed pages to the above technical publications may include design/configuration changes, support concept changes, and/or changes in operation and maintenance as required by this contract, or as provided by the Government. The new and changed pages will be prepared in the required content, style and format of the appropriate technical publication listed above. If revisions are prepared they shall be prepared in the required content, style and format defined in MIL-STD-40051.

C.9.6.2 Information in the technical publications shall be based on data resulting from LMI procured under the LMI provisions of this contract.

C.9.6.3 A publication history file shall be maintained by the Contractor for the period of this contract. This file shall contain a record of all changes to each publication as a result of Government-approved Engineering Change Proposals (ECP).

C.9.6.4 The Contractor shall prepare and deliver the Technical Manual Status and Schedule report every three months. The Report shall contain the following for each Technical Manual developed under this contract:

- a. A summary of all work completed.
- b. Future plans regarding development.
- c. A list of all milestones.

The report shall be delivered in accordance with CDRL A019.

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C.9.6.5 Publication In-Process Reviews (IPSSs) may be held at TACOM, Warren, MI or at the discretion of the Government, at the Contractor's facility. IPR's are forecasted to be held quarterly for 1 to 2 days.

C.9.6.6 The Contractor shall deliver Electronic Technical Manuals (ETM) for technical publications referenced in paragraph C.9.6.1. The ETMs shall be developed and delivered in Adobe Acrobat (.PDF file) format. Complete files of the TMs, in their native software format, and .CGM, or .TIFF illustration files shall also be delivered in accordance with CDRL A020.

C.9.6.7 The Contractor shall link the Acrobat ETMs using automated linking software (such as Alliant Infolinker, or equivalent). The minimum linking shall be as described in MIL-STD-40051 and Attachment C of this contract. The linking rule set used for these ETMs shall be delivered as part of the ETM delivery in accordance with CDRL A021.

C.9.6.8 The Contractor shall deliver complete digital files of the TMs referenced in paragraph C.9.6.1 in their native software format. Additionally, .CGM, or .TIFF illustration files shall be delivered in accordance with MIL-STD-40051 and Attachment D, and CDRL A021.

C.9.6.9 All publications material (quantities in accordance with DD Form 1423) will be delivered to Commander, TACOM Life Cycle Management Command, ATTN: AMSTA-LC-CHM, Warren, Michigan 48397-5000 unless notified otherwise. Material shall arrive at its destination no later than the delivery date scheduled in the contract. Packaging shall be adequate to assure delivery without damage.

C.9.6.10 If the Contractor is tasked to perform any effort which he/she deems to be beyond the scope of the contract, he/she shall immediately notify the Government Contracting Officer in writing. Any such work performed without the written approval of the Government Contracting Officer shall relieve the Government of all claims for reimbursement for these efforts.

C.10 REPORTS

C.10.1 PROGRESS REPORTS. The Contractor shall deliver progress reports covering individual work directives, in accordance with the CDRL A022. The Contractor shall prepare financial reports that will contain the following:

a. Man-hours: Total man-hours expended by work directive, cumulative total to date, percentage of total man-hours spent to date. State whether or not remaining hours are sufficient to complete the task.

b. Funds: Total funds expended, by work directive for the month; cumulative total spent to date; and percentage of total contract funds spent to date. State whether or not remaining funds are sufficient.

c. Work Completion: Percentage of work completed, by work directive during the month, cumulative percentage of total contract work completed to date.

This information will be furnished to the Government in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423) CDRL A022.

C.11 GENERAL ADMINISTRATIVE ACTIONS: The Contractor shall provide project estimates, respond to technical inquiries that fall within the Section C scope of work by the COTR, manage, maintain and transport (as directed in writing) Government Furnished Equipment (GFE).

C.11.1 The regular engineering/technical inquiries, request for engineering assistance, work directive preparation, project cost estimates and all other STS administrative tasks shall not exceed 8 hours for each task, and shall be charged to approved administrative work directive.

C.11.2 The Contractor shall provide routine maintenance and inspection of all Government Furnished Equipment (GFE) vehicles in accordance with applicable technical manuals, including daily, weekly, and semi-annual preventative maintenance. All tasks shall not exceed 8 hours for each task, and shall be charged to approved administrative work directive. If any repairs/parts replacements are necessary which exceed 8 labor hours or \$200 of repair part cost, submit the parts cost and labor hours required to the COTR for approval prior to initiating repairs.

*** END OF NARRATIVE C 0001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html

[End of Clause]

D-2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS AUG/2005
(TACOM)

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

PACKAGING AND MARKING

D.1 PACKAGING AND PACKING

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Name of Offeror or Contractor:

D.1.1 All data and/or materials deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to insure arrival at destination without damage or loss.

D.2 MARKING

D.2.1 All technical data deliverable under this contract shall be identified with the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

(End of narrative D001)

*** END OF NARRATIVE D 0001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.4 PERIOD OF PERFORMANCE

F.4.1 The period of performance shall be twelve (12) months from the date of the latest option exercised.

F.4.2 All data shall be delivered in accordance with the Exhibit A - Contract Data Requirement List.

*** END OF NARRATIVE F 0001 ***

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mohan Khabra
E-mail: mohan.singh.khabra@us.army.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Bob Myers
E-mail: robert.myers@dcma.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-4	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-5	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-6	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

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[End of clause]

G-7 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-8 52.242-4011 WORK DIRECTIVES FEB/1998
(TACOM)

- (a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:
- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
 - (2) Objective of the work to be performed.
 - (3) Number of hours to accomplish the work.
 - (4) Estimated completion date as applicable.
 - (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.
 - (6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.
- (b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.
- (c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-8	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
H-9	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-10	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-11	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-12	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-13	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-14	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
H-18	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using-

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

[End of Clause]

H-19	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the

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Name of Offeror or Contractor:

Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-20	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
(a)	The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.		
(b)	This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.		
	(End of clause)		

H-21	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
(a)	The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.		
(b)	If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:		
(1)	Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil		
(2)	Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:		

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(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

SPECIAL PROVISIONS

H.1 Option for Additional Level of Effort:

H.1.1 The Government shall have the Unilateral right to increase the contract Level-of-Effort (LOE) by up to an additional 79,200 hours at the applicable hourly rate as specified in B.6. The Government may exercise this option at any time on or after contract award but in no event not later than 30 Sep 2011. The government may exercise this option in more than one increment. The Government has the Unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours.

H.2 Work Directive Limitation of Cost:

H.2.1 The Contractor shall notify the Contracting Officer in writing whenever they have reason to believe that the costs or hours incurred under the Work Directive in the next 30 days, when added to all costs or hours previously incurred, will exceed 75 percent of the estimated cost or hours specified on the Work Directive.

H.3 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administrative matters will be addressed to him. No changes in or deviation from the Statement of Work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.4 Government Furnished Equipment:

H.4.1 The Government will provide the following equipment to the contractor for General Engineering Requirements under this contract. Accountability of the following vehicles and components are transferred from either Contract DAAE07-03-C-1114 or DAAE07-97-C-X146.

<u>Nomenclature (QTY)</u>	<u>NSN</u>	<u>Govt. ID (Serial Number)</u>	<u>Acq Cost</u>
5 ton XM813 Cargo (1)		05F45369	\$ 13,476.00
2-1/2 ton M35A2 Cargo (1)		NK0D85(325-12303)	\$ 41,822.00
2-1/2 ton M35A3 Cargo (1)		NK0GLX(501320)	\$ 50,000.00
5-ton M923A1 Cargo (1)		(516463)	\$ 74,450.00
5-ton M923A1 Cargo (1)		(516595)	\$ 74,450.00
5-ton M923 Cargo (1)		NL0920(523-00012)	\$ 64,534.00
5-ton M923 Cargo (1)		NL0961(523-00178)	\$ 64,534.00
5-ton M923 Cargo (1)		NL0971(523-00212)	\$ 64,534.00
5-ton M929 Dump (1)		NL09KZ(523-00015)	\$ 79,993.24
5-ton M923A2 Cargo (1)		NL0YNP(523-04619)	\$ 49,367.00
M915A1 Tractor (1)		NP07G8ES001505	\$150,000.00
M925A1 Cargo (1)		C525-03085	\$ 85,946.00
M925A2 Cargo (1)		NL14B8(25701403)	\$ 60,000.00
M925A2 Cargo (1)		NLOA1T(C525-00047)	\$ 70,000.00
5-ton M925E3 Cargo (1)		4AIR(AMG50003)	\$120,000.00
M932 5 Ton Tractor (1)		NL0AHP (C523-00117)	\$ 65,326.00
M934A2 Van Truck (1)		NL0Y14(3400337)	\$111,395.00
5-ton M936 Wrecker (1)		NL0ACG(C535-00104)	\$127,000.00

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M915A4 Glider/Tractor (1)	(FB2673)	\$ 60,000.00
M915A2 Truck Tractor (1)	W23HYYP357003)	\$ 78,035.00
M916A1 Tractor (1)	NPOLU9(P529378)	\$ 75,000.00
M936A2 5-Ton Wrecker (1)	NL1OU7(36/00687)	\$168,960.00
M923 Cargo (1)	NLOEPZ(C523-04251)	\$ 64,534.00
M923 Cargo (1)	NLOKAJ(C523-07805)	\$ 64,534.00
M925A1 Cargo (1)	(C525-03085)	\$ 85,946.00
M925A1 Cargo (1)	(C525-03201)	\$ 85,946.00
M935A2 Cargo (1)	85K361(0940-10307)	\$ 41,822.00
M936 5-Ton Wrecker (1)	NLOACG(C536-00104)	\$127,898.47
M915A2 Tractor (1)	NPOJRC(P357003)	\$ 78,035.00

COMPONENTS

Hub (2)		RCSK14751-1	\$ 10.80 ea.
Fan belt (25)		RCSK17002	\$ 69.95 ea.
Hood Assy (1)		RCSK18587	\$ 250.00 ea
CPK Kit (1)		RIA148000	\$ 35,000.00 ea.
Heavy Door (1)		57K3408	\$ 25,000.00 ea.
Light Door (1)	(2540-01-522-3749)		\$ 18,158.00 ea.
Heavy to Light Door Kit (1)	(2540-01-531-4720)		\$ 10,000.00 ea.
Armored Cab Kit (1)	(2540-01-522-3749)	18200	\$ 50,000.00 ea.
Air Conditioning Kit (1)		62534	\$ 3,300.00 ea.
AoA Kit (2)		57K4745	\$ 85,000.00 ea.
Dump Shield		12432457	\$ 2,000.00 ea.
Cab Components Set (1)		TBD	\$ 3,000.00 ea.
Hard Top Kit (2)	(2540-01-096-5023)	12256227	\$ 691.38 ea
Light Wt. Weapon Station (1)	(1005-01-432-3339)	57K0300	\$ 5,829.00 ea.
Transmission Container (1)	(8145-01-386-1304)	12436544	\$ 2,740.00 ea.
Gun Mount, Mark 93 (1)	(1010-01-383-2757)	6650717	\$ 2,541.00 ea.
M/C Gun Mount, M197 (1)	(1005-01-413-4098)	12956264	\$ 550.00 ea.
Transmission Assy (1)	(2520-01-347-7646)	57K1757	\$ 24,121.00 ea.
Engine Diesel (1)	(2815-01-334-4287)	57K1756	\$ 25,604.00 ea.

*** END OF NARRATIVE H 0001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-8	FIXED FEE	MAR/1997
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-35	52.222-50	COMBATING TRAFFICING IN PERSONS	APR/2006
I-36	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-37	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-38	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-40	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-41	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-43	52.227-3	PATENT INDEMNITY	APR/1984
I-44	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-47	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-48	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-49	52.232-17	INTEREST	JUN/1996

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	Regulatory Cite	Title	Date
I-50	52.232-20	LIMITATION OF COST	APR/1984
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-58	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-59	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II dated April 1984)	AUG/1987
I-62	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-63	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-64	52.244-2	SUBCONTRACTS	AUG/1998
I-65	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-66	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-67	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-68	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-69	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-70	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-71	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-72	52.249-14	EXCUSABLE DELAYS	APR/1984
I-73	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-77	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-78	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-79	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-80	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-81	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-82	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-83	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-84	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-85	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-86	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-87	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-88	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-89	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-90	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-91	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-92	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-93	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-94	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-95	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-96	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-97	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-98	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-99	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

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(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-100 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record

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to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-101 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or

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certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-102	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-103	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
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(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-104 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-105 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-106 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-107 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)		009	EMAIL
Exhibit B	DATA ITEM DESCRIPTIONS (DIDS)		026	EMAIL
Exhibit C	ATTACHMENTS A THRU D TO MIL-STD-40051		007	EMAIL
Attachment 001	DATA DELIVERY DESCRIPTION-ENGINEERING CHANGE PROPOSAL (ECP) AND VALUE ENGINEERING CHANGE PROPOSAL (VECP)		015	EMAIL
Attachment 002	DATA DELIVERY DESCRIPTION-NOTICE OF REVISION (NOR)		002	EMAIL
Attachment 003	ACMS/PDMLINK PREPARATION AND DELIVERY REQUIREMENTS FOR ECPS, VECPS AND ERRS		007	EMAIL
Attachment 004	PRODUCT DRAWINGS/ASSOCIATED LIST TDP WORKSHEET		003	EMAIL
Attachment 005	PRODUCT SOLID MODELS		001	EMAIL
Attachment 006	PRODUCT DRAWINGS AND ASSOCIATED LISTS		001	EMAIL
Attachment 007	PRODUCT SOLID MODEL METADATA ATTRIBUTE LIST - SHEETS 1 & 2		002	EMAIL
Attachment 008	REQUIREMENTS FOR DEVELOPING AND MAINTAINING QUALITY ASSURANCE PROVISION (QAP)		006	EMAIL
Attachment 009	REPRESENTATIVE VEHICLE SYSTEMS		003	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-4	52.225-18	PLACE OF MANUFACTURE	SEP/2006
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(a) Definitions. As used in this clause

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-07-R-0419 MOD/AMD</p>	<p align="center">Page 47 of 59</p>
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Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

K-5 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

- (ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

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Name of Offeror or Contractor:

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes

☐ no

[End of Provision]

K-6

52.230-7

PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES

APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

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(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K-7 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-8 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the _____ (name of contracting agency(ies)) under Contract No. _____ (Contracting agency(ies) contract number(s)).

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the _____ (name of contracting agency(ies)).

(End of clause)

K-9 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea

Name of Offeror or Contractor:

clause of this solicitation.

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-1052.204-4007OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODEMAR/2001

(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-1152.215-4010AUTHORIZED NEGOTIATORSJAN/1998

(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

[End of Provision]

K-1252.223-4002USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)DEC/1993

(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

Name of Offeror or Contractor:

- (i)

chlorofluorocarbon-11 (CFC-11)
- (ii)

chlorofluorocarbon-12 (CFC-12)
- (iii)

chlorofluorocarbon-13 (CFC-13)
- (iv)

chlorofluorocarbon-111 (CFC-111)
- (v)

chlorofluorocarbon-112 (CFC-112)
- (vi)

chlorofluorocarbon-113 (CFC-113)
- (vii)

chlorofluorocarbon-114 (CFC-114)
- (viii)

chlorofluorocarbon-115 (CFC-115)
- (ix)

chlorofluorocarbon-211 (CFC-211)
- (x)

chlorofluorocarbon-212 (CFC-212)
- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- []

have
- []

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

Name of Offeror or Contractor:

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [] have
[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-13	52.225-4003 (TACOM)	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	MAR/1990
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(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K.

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subcontractors.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	JAN/2004
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-3	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-5	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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(c) Submit the cost portion of the proposal via the following electronic media:
http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm

[End of Provision]

L-6 52.216-1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a Cost Plus Fixed Fee Level of Effort contract resulting from this solicitation.
(End of provision)

L-7 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

L-8 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC		HQ, Army Materiel Command
ATTN: AMSTA-AQ (Acquisition Center)	or	Office of Command Counsel
(Protest Coordinator)		ATTN: AMCCC-PL
Warren, MI 48397-5000		9301 Chapek Road, Rm 2-1SE3401
		Ft. Belvoir, VA 22060
		Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

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L-9 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME OCT/1997
(a) Definitions. As used in this provision--

(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. (\$20 X 40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.
(End of provision)

L-10 AFARS 1.602- AVAILABILITY OF FUNDS FOR THIS ACQUISITION JUN/1996
2(A)(II)(B)

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

L-11 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

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Name of Offeror or Contractor:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$550,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

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(1) Has an estimated value of \$10 million or more, or

(2) Has an estimated value of more than \$550,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-13 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-14 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of

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negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.